

RECORDATION NO. 25050 FILED

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JUL 09 '04 12:32 PM
SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 8, 2004

Mr. Vernon A. Williams
Secretary Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Rider to Full Service Lease Agreement, dated as of February 9, 2004, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: The Andersons, Inc.
480 West Dussel Drive
Maumee, OH 43537

Lessee: Cargill, Incorporated
15615 McGinty Road West
Wayzata, MN 55391

A description of the railroad equipment covered by the enclosed document is

15 railcars within the series AEX 6628 – AEX 7436

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**FULL SERVICE LEASE AGREEMENT #199503-CAR
Deal #R00301**

SURFACE TRANSPORTATION BOARD

This Rider to the Full Service Lease Agreement made as of June 19, 1995 between The Andersons, Inc. ("Lessor") and Cargill Incorporated ("Lessee") is made on February 9, 2004. The provisions of the Full Service Lease Agreement, Lease Number 199503-CAR, solely as they relate to the Equipment leased under this Rider are incorporated by reference into and shall be deemed an instrument of Lease separate from any other Rider under the Lease. Lessor and Lessee agree as follows:

1. All terms defined in the Lease shall have the meanings as defined therein when used in this Rider.
2. Lessor hereby leases the following Equipment(s) to Lessee subject to the terms and conditions of the Lease and this Rider.
Equipment Numbers: See Attached Exhibit "A", incorporated herein.
3. The Stipulated Loss Value per Unit of Equipment is attached as Exhibit "B".
4. The term of the Lease with respect to each Unit of Equipment described in this Rider shall commence on date of placement and shall continue as to all of the Equipment described in this Rider for a period of thirty six (36) months starting ~~the first day of the month following the date of delivery of the final Unit of Equipment on this Rider.~~ *2/1/04. @ AAG*
5. The fixed rent shall be _____ per Unit of Equipment per month for each full calendar month. The pro-rata rental rate for any Unit of Equipment not subject to an entire month shall be _____ per day for such Unit of Equipment during such month.
6. The Equipment shall be used for transportation and storage of grain products.
7. This Rider may be executed in as many counterparts as shall be determined by the parties hereto when so executed, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

(signatures next page)

Lessor

THE ANDERSONS, INC.

By: Richard R. George

Printed

Name: Richard R. George

Title: Vice President, Corporate Controller/CIO

Date: July 8, 2004

STATE OF OHIO)

COUNTY OF LUCAS) SS:

The foregoing instrument was acknowledged before me this 8th day of July, 2004, by Richard R. George, the Vice President, Corporate Controller/CIO of The Andersons, Inc., an Ohio corporation, on behalf of the corporation.

Julie A. Deibel
Notary Public

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

Lessee

CARGILL INCORPORATED

By: Peter J. Cleary

Printed

Name: Peter J. Cleary
Corporate Rail Fleet Manager

Title: _____

Date: 7/2/04

STATE OF Minnesota,

COUNTY OF Hennepin) SS:

The foregoing instrument was acknowledged before me this 7th day of July, 2004, by Peter J. Cleary, the Corp Rail of Cargill, a Delaware corporation, on behalf of the corporation. Fleet Manager Incorporated

Dennis C. Clarke
Notary Public

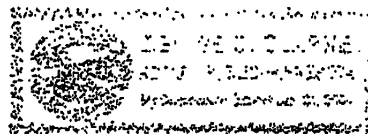


EXHIBIT "A"		
Cargill, Incorporated		
Deal #R00301		
CAR NUMBERS:		
1	AEX	6628
2	AEX	6666
3	AEX	7006
4	AEX	7014
5	AEX	7034
6	AEX	7043
7	AEX	7044
8	AEX	7095
9	AEX	7099
10	AEX	7112
11	AEX	7114
12	AEX	7131
13	AEX	7143
14	AEX	7149
15	AEX	7436

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CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

7/8/04



Robert W. Alvord

JUL 09 '04 12:32 PM

**FULL SERVICE LEASE AGREEMENT #199503-CAR SURFACE TRANSPORTATION BOARD
Deal #R00301**

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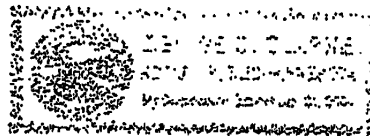


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